



# County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration  
500 West Temple Street, Room 713, Los Angeles, California 90012  
(213) 974-1101  
<http://ceo.lacounty.gov>

WILLIAM T FUJIOKA  
Chief Executive Officer

June 9, 2010

Board of Supervisors  
GLORIA MOLINA  
First District

MARK RIDLEY-THOMAS  
Second District

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Fifth District

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

#12 JUNE 9, 2010

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

Dear Supervisors:

## **LOS ANGELES COUNTY REGIONAL GANG VIOLENCE REDUCTION INITIATIVE (ALL AFFECTED - 3 VOTES)**

### **SUBJECT**

A recommendation from the Chief Executive Office seeking authority to execute agreements with non-County partners in order to implement provisions of the previously approved Countywide Gang and Violence Reduction Strategy.

### **IT IS RECOMMENDED THAT YOUR BOARD:**

1. Authorize the Chief Executive Office to execute an agreement with the City of Los Angeles for the purpose of collaborating on implementation and funding of programming at Normandale Recreation Center. Further, authorize the Chief Executive Office to execute other agreements with similar intent and necessary to implement provisions of the Countywide Gang and Violence Reduction Strategy.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

On April 6, 2010, your Board approved the Countywide Gang and Violence Reduction Strategy, which called for the implementation of specific programming in four demonstration sites. As part of this effort, the Chief Executive Office (CEO) has met with various non-County parties to develop or enhance services to County residents.

Funding provided to the Countywide Gang and Violence Reduction Strategy will be used for the development and implementation of programs at Normandale Recreation Center which is located in the Harbor Gateway demonstration site. The CEO is proposing to collaborate with the City of Los Angeles on the development and implementation of that programming.

*"To Enrich Lives Through Effective And Caring Service"*

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Intra-County Correspondence Sent Electronically Only**

### **Implementation of Strategic Plan Goals**

The requested Board actions are consistent with the Countywide Strategic Plan Goals as follows: Goal 1 – Operational Effectiveness: Maximize the effectiveness of the County's processes, structure, and operations to support timely delivery of customer-oriented and efficient public services; Goal 2 – Children, Family and Adult Well-Being: Enrich lives through integrated, cost-effective, and client centered supportive services; Goal 3 - Community and Municipal Services: Enrich the lives of Los Angeles County's residents and visitors by providing access to cultural, recreational, and lifelong learning facilities programs; ensure quality regional open space, recreational and public works infrastructure services for County residents; and deliver customer oriented municipal services to the County's diverse unincorporated communities; and Goal 5 - Public Safety: Ensure that the committed efforts of the public safety partners continue to maintain and improve the safety and security of the lives of the people of Los Angeles County.

### **FISCAL IMPACT**

Funds to be used by the CEO to support the development and implementation of this recommendation have been previously approved by your Board. The County will provide one-half of the funding necessary to implement the program. The total cost for the Normandale Recreation Center program is \$225,000. The agreement has been approved as to form by County Counsel.

### **CONCLUSION**

This request provides the CEO with the authority to expeditiously carry out the recommendations outlined in your April 6, 2010, directive.

Respectfully submitted,



WILLIAM T FUJIOKA  
Chief Executive Officer

WTF:BC:JAW  
VH:llm

Attachment

c: Executive Office, Board of Supervisors  
County Counsel

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF LOS ANGELES, A BETTER LA,  
AND  
THE COUNTY OF LOS ANGELES  
REGARDING THE SUMMER NIGHTS LIGHTS PROGRAM AT  
NORMANDALE RECREATION CENTER**

**RECITALS**

This Memorandum of Understanding (MOU) is entered into by and between the City of Los Angeles (hereinafter "CITY"), A Better LA (hereinafter "ABLA"), and the County of Los Angeles (hereinafter "COUNTY") (collectively hereinafter referred to as "PARTIES").

CITY's Mayor's Office of Gang Reduction & Youth Development (GRYD), ABLA, and COUNTY's Chief Executive Office (CEO) will collaborate on the Summer Night Lights (SNL) program at Normandale Recreation Center.

The purpose of SNL is to create safe environments in communities most affected by gang-related violence during peak times – 7:00 p.m. to midnight in the summer months. SNL provides programming for the entire community, which include those who are potential victims and potential perpetrators of violence regardless of City or County residence.

The collaboration will include the linkage of COUNTY resources to SNL program participants at Normandale Recreation Center. This MOU will specifically outline the PARTIES' collaborative efforts and agreement as it relates to the Normandale Recreation Center SNL site, and is not transferable to any other identified collaborative effort between the PARTIES.

**AGREEMENT**

**I. SCOPE OF PROGRAM**

The purpose of this MOU is to clarify the program services to be provided and the manner in which CITY, ABLA, and COUNTY will facilitate a collaborative relationship to maximize outcomes for SNL program participants at Normandale Recreation Center.

**A. CITY GRYD & ABLA RESPONSIBILITIES**

CITY's GRYD launched the SNL program which provided extended programming between the hours of 7 p.m. to midnight, 4 days a week throughout the summer months. SNL partners include CITY's Department of Recreation and Parks (RAP), ABLA, the Los Angeles Police Department (LAPD), and various CITY and local partners to provide expanded programming which includes: youth-centered recreational, educational and artistic programming conducted during peak times for violence. GRYD SNL staff will be

responsible for the planning, staffing, and implementation of the SNL program at Normandale Recreation Center. Planning and implementation of the program includes the following key activities:

**1. SNL Work Advisory Group**

- a. The SNL Work Advisory Group is a work group that completes tasks related to SNL. It is convened jointly by GRYD SNL staff and CITY RAP staff.
- b. Its focus is the affirmation of SNL program philosophy, operation of the SNL program, and completion of tasks necessary for maintaining a successful program. The SNL Work Advisory Group will be responsible for the following tasks:
  - i. Develop a sample weekly SNL Program of Activities.
  - ii. Affirm, and reinforce the SNL program philosophy at all times.
  - iii. Participate in the development and implementation of SNL 2009 Site Outreach Strategy.
  - iv. Collaborate in the development of Adult Programs (9:30 to 12am). These are the programs that are specifically geared towards keeping the adult demographic engaged in activities until 12 midnight. (ex adult basketball leagues, handball tournaments, etc)
  - v. Provide written evaluation at completion of the SNL Program, which will be shared with the CEO.

**2. Selection, Hiring, and Training of SNL Temporary Staff**

- a. Recruit, recommend, screen and interview candidates for the following SNL temporary staff positions:
  - i. Youth Squad
  - ii. Youth Squad Supervisors
  - iii. Community Outreach Specialists
  - iv. Community Gang Interview Workers
  - v. Coaches and Officials
  - vi. SNL staff related to the provision of recreational, educational, and artistic programming.

**3. Staffing of SNL Program Hours**

- a. Ensure there is adequate staffing for the following time frame:
  - i. Program Commencement Date: July 7, 2010
  - ii. Program End Date: September 4, 2010
  - iii. Days of Operation: Wednesday through Saturday
  - iv. Hours of Operation: 7:00 p.m. to 12:00 midnight

#### **4. Implementation of SNL Expanded Programming**

- a. Ensure that SNL expanded programming is being implemented and is engaging youth and community members in positive activities during peak times for violence.
- i. Athletic Programming
- ii. Educational Programming
- iii. Artistic Programming
- iv. Recreational Programming
- v. Food Component
- vi. Special Events

#### **5. Community Intervention Workers**

- a. Community intervention workers are an integral part of the SNL program and assist in maintaining a high level of safety and community participation at all parks through the following activities:
  - i. Community Intervention workers work with SNL program staff to identify and refer potential youth for Youth Squad positions.
  - ii. Participate in the planning and implementation of late Programming at the SNL site.
  - iii. Work closely with gang affiliated participants to provide case management and wraparound services.
  - iv. Work to maintain peace and ensure safety within and around their assigned SNL site.

#### **6. SNL Program Evaluation**

- a. SNL programming will be evaluated in several ways during the summer.
  - i. Pre and Post Youth Squad Surveys
  - ii. Pre and Post Community Surveys
  - iii. Results of both the youth squad and community surveys will be provided to CEO.

#### **B. COUNTY RESPONSIBILITIES**

- 1. Where possible, COUNTY will work closely with GRYD SNL staff through the SNL Work Advisory Group to facilitate access to COUNTY and non-County services. Services may include:
  - Free Women's Health services
  - Mental Health services
  - Child Care Centers
  - Food and Benefit Assistance

- Juvenile Justice System Information
- Stamp Program
- Library Services
- Explorer Program
- Child Support

## **II. FUNDING**

1. CITY and COUNTY will each contribute \$112,000 to the SNL 2010 program to be utilized for programmatic support at the SNL Normandale Recreation Center site.
2. COUNTY's funding contribution shall be distributed as follows: first installment of \$56,000 to be distributed to ABLA in fiscal year 2009-2010 (no earlier than June 2010) to go toward the expenses for the SNL program. Final installment in the amount of \$56,000 will be distributed to ABLA in fiscal year 2010-2011 (no earlier than August 2010). Funding provided by CITY and COUNTY will be used exclusively for programmatic support at the SNL Normandale Recreation Center site, as set forth in Exhibit A and as described in this MOU.
3. Prior to distribution of COUNTY's final installment of \$56,000, ABLA shall provide to COUNTY a detailed list of how COUNTY's initial payment of \$56,000 was utilized to support the SNL program. CITY shall also provide to COUNTY a detailed list of how CITY's contribution was utilized to support the SNL program. If COUNTY determines that COUNTY's funding is not being utilized in a manner that is consistent with the scope of the program as set forth above, or alternatively, that CITY has not contributed to the SNL program as set forth in this MOU, COUNTY may withhold the final installment of \$56,000.
4. CITY and ABLA also agree that any unused funds from COUNTY's contribution under this MOU will be returned to COUNTY either (i) at the end of the contract period, or (ii) upon the date on which any party terminates this contract.
5. COUNTY reserves the right to reduce its payment obligation under this agreement in the event of budget reductions. COUNTY's notice to CITY and ABLA regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the COUNTY's approval of any such actions.

## **III. GENERAL PROVISIONS**

### **A. TERM OF AGREEMENT**

The term of this MOU shall begin on the date upon which the contract is fully executed with all signatures to September 4, 2010.

**B. MODIFICATION CLAUSE**

This agreement may be amended by mutual written consent of the PARTIES.

**C. AUTHORITY**

The individuals signing below have the authority to commit the PARTY they represent to the terms of this MOU, and do so commit by signing. This MOU is of no force or effect until signed by representatives of all PARTIES.

**D. COMPLETE AGREEMENT**

This MOU constitutes the complete and exclusive statement of understanding between the PARTIES, and supersedes all previous agreements, written or oral, and all communications between the PARTIES relating to the subject matter of this MOU.

**E. INDEPENDENT STATUS**

This Agreement is not intended, and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association, between CITY, COUNTY and ABLA, nor shall it create any such relationship with others performing work under this MOU. The employees or agents of one PARTY shall not be construed to be the employees or agents of the other PARTY for any purpose whatsoever.

**F. INDEMNIFICATION**

1. CITY agrees to indemnify, defend and hold harmless COUNTY and ABLA, their agents, officers and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to bodily injury, death, personal injury, or property damage arising from or connected with CITY's operations or services hereunder, including any workers' compensation suits, Federal Fair Labor Standards Act wage and hour law violations, liability, or expense, arising from or connected with services performed by or on behalf of CITY by any person pursuant to this Agreement.
2. COUNTY agrees to indemnify, defend and hold harmless CITY and ABLA, their agents, officers and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to bodily injury, death, personal injury, or property damage arising from or connected with COUNTY's operations or services hereunder, including any workers' compensation suits, Federal Fair Labor Standards Act wage and hour law violations, liability, or expense, arising from or connected with services performed by or on behalf of COUNTY by any person pursuant to this Agreement.

3. ABLA agrees to indemnify, defend and hold harmless CITY and COUNTY, their agents, officers and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to bodily injury, death, personal injury, or property damage arising from or connected with ABLA's operations or services hereunder, including any workers' compensation suits, Federal Fair Labor Standards Act wage and hour law violations, liability, or expense, arising from or connected with services performed by or on behalf of ABLA by any person pursuant to this Agreement.

**G. RECORDS RETENTION AND INSPECTION**

Within ten (10) days of any PARTY's written request, the other PARTIES shall allow access to financial and program records related to its contributions under this MOU during regular business hours at any place such records are kept in the regular course of business.

**H. CONFLICT OF INTEREST**

The PARTIES covenant that neither they, nor any of their agents, officers, employees, or subcontractors who presently exercise any function of responsibility in connection with the program have personal interest, direct or indirect, in this MOU, except to the extent they may receive compensation for his/her/their performance pursuant to this MOU. The PARTIES shall comply with all applicable federal, state and local laws and regulations governing conflict of interest as they relate to the performance of this MOU.

**I. TERMINATION**

Any PARTY may terminate this agreement, or any part hereof by giving fifteen (15) days notice to the other PARTIES. COUNTY may terminate this Agreement immediately by written notice to the CITY and/or ABLA upon CITY'S and/or ABLA's failure to comply with the provisions of this Agreement.

**J. USE OF RECYCLED PAPER**

Consistent with COUNTY's policy to reduce the amount of solid waste deposited at COUNTY landfills, CITY and ABLA agree to use recycled-content paper to the maximum extent possible on the program.

**K. ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

The PARTIES acknowledge that COUNTY places a high priority on the implementation of the Safely-Surrendered Baby Law. The PARTIES understand that it is COUNTY's policy to encourage all entities contracting with COUNTY to voluntarily post COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at the CITY's and/or ABLA's place of business. CITY and ABLA will also encourage any subcontractors under this agreement to post this poster in a



prominent position in any subcontractor's place of business. COUNTY's Department of Children and Family Services will supply the poster to be used. Information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://www.babysafela.org).

**L. WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED  
PROPERTY TAX REDUCTION PROGRAM**

The PARTIES acknowledge that COUNTY has established a goal of ensuring that all individuals and businesses that benefit financially from COUNTY through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers. Unless CITY or ABLA qualify for an exemption or exclusion, CITY and ABLA warrant and certify that to the best of their knowledge they are now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

**M. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED  
INCOME CREDIT**

The PARTIES agree to notify their employees, and shall require each subcontractor to this Agreement to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

**N. NOTICES**

Notices will be sent to CITY addressed as follows:

Guillermo Cespedes, MSW  
Deputy Mayor  
Gang Reduction and Youth Development  
Office of Mayor Antonio Villaraigosa  
200 N. Spring St. Room 279  
Los Angeles, CA 90012

Notice will be sent to COUNTY addressed as follows:

William Fujioka  
Chief Executive Officer  
713 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Notice will be sent to ABLA addressed as follows:

Brian Center  
A Better LA  
1150 S. Olive Street, Suite 340  
Los Angeles, CA 90015

**O. COMPLIANCE WITH LAWS AND DIRECTIVES**

The PARTIES agree to be bound by all applicable federal, state, and local laws, ordinances, regulations, and directives as they pertain to their performance under this MOU.

**P. DISCRIMINATION**

The PARTIES certify and agree that all persons who participate in or benefit from the services contemplated by this MOU shall be treated equally without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal, state, and local anti-discrimination laws and regulations. The PARTIES shall take affirmative action to ensure that applicants, employees, and participants are treated without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal, state, and local anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

**Q. MONITORING**

COUNTY shall have the authority to cause regular monitoring of this Agreement to verify that ABLA is utilizing COUNTY's money, as set forth above, in accordance with the terms of this MOU.

**R. WAIVER**

No waiver by any PARTY of any breach of any provision of this Agreement shall constitute a waiver of any breach or of such provision. Failure of any PARTY to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this MOU are not exclusive and are in addition to any other rights or remedies provided by law.

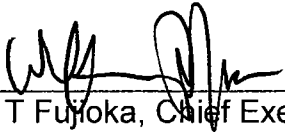
**S. GOVERNING LAW, JURISDICTION OR VENUE**

This agreement shall be governed by, and construed in accordance with the laws of the State of California. The parties agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this

Agreement and further agree and consent that venue for any action brought hereunder shall be exclusively in the County of Los Angeles.

\_\_\_\_\_  
Guillermo Cespedes, MSW  
Deputy Mayor  
City of Los Angeles  
Mayor's Office of Gang Reduction and Youth Development (GRYD)

Date: \_\_\_\_\_

  
\_\_\_\_\_  
William T Furioka, Chief Executive Officer  
County of Los Angeles  
Chief Executive Office (CEO)

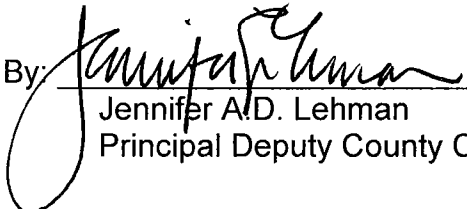
Date: \_\_\_\_\_

\_\_\_\_\_  
Brian Center  
A Better LA

Date: \_\_\_\_\_

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN  
County Counsel

By:   
\_\_\_\_\_  
Jennifer A.D. Lehman  
Principal Deputy County Counsel